

extent arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of Purchaser contained in this Agreement, (ii) any breach of any covenant or agreement of Purchaser contained in this Agreement, and (iii) any Assumed Liabilities (or any third party claim for payment or satisfaction of any Assumed Liabilities) Subject to Section 11 02 and except for those representations and warranties that are made as of a specific date, for purposes of this Section 10 02, the representations and warranties of Purchaser set forth in this Agreement that survive the Closing shall be deemed to have been made on and as of the Closing Date

(b) The aggregate indemnification obligations of Purchaser pursuant to Section 10 02(a)(i) shall not exceed the Purchase Price Furthermore, Purchaser's aggregate indemnification obligations pursuant to Section 10 02(a)(ii), when considered collectively with Purchaser's aggregate indemnification obligations under the immediately preceding sentence, shall not exceed the Purchase Price

(c) Except as otherwise specifically provided in this Agreement, Sellers acknowledge that their sole and exclusive remedy for monetary damages after the Closing with respect to any and all claims under this Agreement (other than claims of, or causes of action arising from, actual fraud) shall be pursuant to the indemnification provisions set forth in this Article X.

10 03 Calculation of Losses The amount of any Loss for which indemnification is provided under this Article X shall be (i) net of any amounts actually recovered by the indemnified party under such party's insurance policies with respect to such Loss, (ii) net of any amounts actually recovered from any third person (by contribution, indemnification or otherwise) with respect to such Loss, and (iii) adjusted to take account of any net Tax effect realized by the indemnified party arising from the payment of the amount of the Loss Any indemnification payment made pursuant to this Article X shall be treated as an adjustment to the Purchase Price for U S Federal income tax purposes

10 04 Termination of Indemnification The obligations to indemnify and hold harmless any person pursuant to Section 10 01(a)(i) or Section 10 02(a)(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 11 02, *provided however* that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a bona fide claim by delivering notice of such claim (stating in reasonable detail the basis of such claim) pursuant to Section 10 05 to the party that is required to provide the indemnification.

10 05 Procedures

(a) Third Party Claims In order for a person (the "Indemnified Party") to be entitled to any indemnification provided for under Section 10 01 or 10 02 in respect of, arising out of or involving a claim made by any third person against the Indemnified Party (a "Third Party Claim"), such Indemnified Party must notify the indemnifying party in writing (and in reasonable detail) of the Third Party Claim within ten (10) Business Days after receipt by such

Indemnified Party of notice of the Third Party Claim. Thereafter, the Indemnified Party shall deliver to the indemnifying party, within five (5) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. No delay on the part of the Indemnified Party in notifying the indemnifying party shall relieve the indemnifying party from any liability or obligation under this Agreement unless (and solely to the extent) the indemnifying party is damaged or prejudiced thereby.

(b) Assumption. If a Third Party Claim is made against an Indemnified Party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; *provided, however*, that such counsel is not reasonably objected to by the Indemnified Party. Should the indemnifying party so elect to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof. If the indemnifying party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel (not reasonably objected to by the indemnifying party), at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the indemnifying party has not assumed the defense thereof (other than during any period in which the Indemnified Party shall have failed to give notice of the Third Party Claim as provided above). If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the Indemnified Parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, or offer to settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of a Third Party Claim that the indemnifying party may recommend and that by its terms (i) obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, (ii) releases the Indemnified Party completely in connection with such Third Party Claim and (iii) would not otherwise adversely affect the Indemnified Party in any material respect.

(c) Other Claims. In the event any Indemnified Party should have a claim against any indemnifying party under Section 10.01 or Section 10.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such Indemnified Party, the Indemnified Party shall deliver written notice of such claim with reasonable promptness to the indemnifying party. Subject to Section 10.04 and Section 11.02, the failure by any Indemnified Party to so notify the indemnifying party shall not relieve the indemnifying party

from any liability that it may have to such Indemnified Party under Section 10 01 or Section 10 02, unless (and solely to the extent) that the indemnifying party is damaged or prejudiced thereby

(d) Mitigation Purchaser and Sellers shall cooperate with each other with respect to resolving any claim or liability with respect to which one party is obligated to indemnify the other party hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability to the extent such efforts to mitigate or resolve are required by applicable law. In the event that Purchaser or Sellers shall fail to make any such commercially reasonable efforts required by applicable law, then notwithstanding anything else to the contrary contained herein, the other party shall not be required to indemnify any person for any loss, liability, claim, damage or expense that could reasonably be expected to have been avoided if Purchaser or Sellers, as the case may be, had made such efforts

10 06 No Consequential Damages. Except as expressly provided herein, from and after the Closing Date, no party will be liable for any consequential, punitive, special or exemplary damages, including lost prospective economic advantage, lost profits or lost opportunity costs arising from any breach of or failure to perform under this Agreement (collectively, "Consequential Damages"), even if such party or its Affiliates knew or should have known of the existence or possibility of such Consequential Damages, and each party hereby releases and waives any claims against the other parties regarding such Consequential Damages. Accordingly, a party may only recover any actual, direct and identifiable damages with respect to such matters, *provided, however*, that this Section 10 06 shall not preclude the recovery of damages by any Indemnified Party in respect of a Third Party Claim that includes claims for consequential damages.

ARTICLE XI GENERAL PROVISIONS

11 01 Amendment and Waiver This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchaser, on the one hand, or Sellers, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform

11 02 Survival of Representations and Warranties. The representations and warranties contained in Sections 5 11 and 5 12 (other than the Title Warranties) shall survive the Closing solely for purposes of Article X and shall terminate at the close of business on the 12 month anniversary of the Closing Date. The Title Warranties and the representations and warranties set forth in Sections 5 21 and 6 07 shall survive the Closing solely for purposes of Article X and shall continue indefinitely. All other representations and warranties of Sellers and Purchaser set forth in this Agreement shall terminate upon the Closing. Subject to any limitations on survival contained herein, no investigation made before or after the date of this Agreement by or on behalf of Purchaser will limit or affect in any way the representations, warranties, covenants and agreements of Sellers under or pursuant to this Agreement or any Ancillary Agreement, each of which will survive any such investigation and the Closing

Notwithstanding the foregoing, such representations and warranties shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable survival period, previously made a bona fide claim by delivering notice of such claim (stating in reasonable detail the basis of such claim) pursuant to Section 10.05 to the party that is required to provide the indemnification.

11.03 No Other Representations or Warranties

(a) Except for the representations and warranties set forth in Article V, no Seller or any other Person is making any representations or warranties, written or oral, statutory, express or implied, in relation to the Business, the Acquired Assets or the Assumed Liabilities. Purchaser acknowledges that, except as expressly provided in this Agreement, no Seller or any other Person has made, and Sellers hereby expressly disclaim and negate, and Purchaser hereby expressly waives, any representation or warranty, express, implied, at common law, by statute or otherwise relating to, and Purchaser hereby expressly waives and relinquishes any and all rights, claims or causes of action against Sellers and their respective Affiliates and Representatives in connection with the accuracy, completeness or materiality of any information, data or other materials (written or oral) heretofore furnished to Purchaser, its Affiliates or Representatives by or on behalf of Sellers.

(b) Without limiting the generality of Section 11.03(a), no Seller or any other Person is making any representation or warranty to Purchaser with respect to (i) the information set forth in the Confidential Information Memorandum, dated November 2002, prepared by Lazard Freres & Co. LLC in relation to the Business, or (ii) any financial projection or forecast relating to the Business, the Acquired Assets or the Assumed Liabilities, *provided, however*, that nothing in this Section 11.03(b) shall have any effect on any representation or warranty contained in this Agreement. With respect to any projection or forecast heretofore furnished to Purchaser, its Affiliates or Representatives by or on behalf of Sellers, Purchaser acknowledges that (A) there are uncertainties inherent in attempting to make such projections and forecasts, (B) it is familiar with such uncertainties, (C) it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such projections and forecasts furnished to it and (D) neither Purchaser nor any of its Affiliates or Representatives shall have any claim or cause of action against Sellers or any of their respective Affiliates or Representatives with respect thereto.

11.04 Entire Agreement This Agreement, the Ancillary Agreements and the Confidentiality Agreement, along with the Schedules and Exhibits hereto and thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements or the Confidentiality Agreement. Nothing herein shall affect Purchaser or its Affiliates' obligations, claims, dealings, or agreements with any of Sellers or their Affiliates on any subject matter other than the subject matter hereof (i.e., the purchase of the Acquired Assets from Sellers).

11.05 Notices All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when received, as follows:

- (a) if to Purchaser,

Nextel Spectrum Acquisition Corp
2001 Edmund Halley Drive
Reston, VA 20191
Attention: Thomas Seneca, Senior
Manager of Strategic Finance
Fax: (703) 433-4730

with a copy (which shall not constitute notice) to

Nextel Communications, Inc
2001 Edmund Halley Drive
Reston, VA 20191
Attention: Leonard Kennedy, General Counsel
Fax: (703) 249-5901

and with a copy (which shall not constitute notice) to:

Jones Day
41 South High Street
Columbus, OH 43215
Attention: Gregory A. Gorospe, Esq
Fax: (614) 461-2658

- (b) if to Sellers or any Seller or Agent,

WorldCom, Inc
22001 Loudoun County Parkway
Ashburn, VA 20174
Attention: John M. Coakley
Director, Corporate Development
Fax: (601) 460-5239

with a copy to

WorldCom, Inc
1133 19th St., N.W.
Washington, DC 20036
Attention: Roland J. Behm, Esq
Fax: (202) 736-6085

and with a copy (which shall not constitute notice) to

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Simeon Gold, Esq.
Fax: (212) 310-8007

11.06 No Third-Party Beneficiaries, Liability, Non-Recourse This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder. Sellers shall be jointly and severally liable hereunder, *provided, however*, that, except for the obligations of USFCo under Section 7.30, no past, present or future director, officer, employee, incorporator, member, partner or stockholder of any party hereto, which is not otherwise a party hereto, shall have any liability for any obligations or liabilities of the parties to this Agreement or the Ancillary Agreements or for any claim based on, in respect of, or by reason of, the Acquisition and the transactions contemplated hereby and thereby.

11.07 Attorney Fees A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

11.08 Interpretation, Exhibits and Schedules, Certain Definitions

(a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity and detail, and each Schedule creates such an exception only to the extent the applicable representations and warranty refer to such Schedule by number. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural.

forms of such terms and to the masculine as well as to the feminine and neuter genders of such term

(c) Any agreement, instrument, statute or regulation defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, statute or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes or regulations) by succession of comparable successor statutes or regulations and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns

11 09 Assignment This Agreement and the rights and obligations hereunder shall not be assignable or transferable by Purchaser or Sellers (including by operation of law in connection with a merger or consolidation of Purchaser or Sellers) without the prior written consent of the other parties hereto. Notwithstanding the foregoing, Purchaser may assign its rights hereunder (including its rights to purchase any of the Acquired Assets) to (i) one or more Affiliates of Purchaser or (ii) after the Closing, to any assignee or transferee of all or a portion of the Acquired Assets, *provided, however*, that in no event will any such assignment relieve Purchaser from any obligation or liability under this Agreement. Any attempted assignment in violation of this Section 11 09 shall be void.

11 10 Severability If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances

11 11 Submission to Jurisdiction: Consent to Service of Process

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 11 05 hereof; *provided, however*, that if the Bankruptcy Cases have closed, the parties agree to unconditionally and irrevocably submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute

(b) The parties hereby unconditionally and irrevocably waive, to the fullest extent permitted by Law, any objection which they may now or hereafter have to the laying of

venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in any court specified in Section 11.11(a) above, or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 11.05.

11.12 Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS SET FORTH IN THIS SECTION 11.12.

11.13 Construction. Purchaser and Sellers hereby acknowledge that (i) Purchaser and Sellers jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (ii) both Purchaser and Sellers have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and (iii) no presumption shall be made that any provision of this Agreement shall be construed against any party by reason of any role in the drafting of this Agreement or any other agreement contemplated hereby.

11.14 Governing Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code and internal laws of the State of New York, without regard to the conflicts of law principles thereof, except that any provisions contained herein relating to the conveyance of interests in real property shall be governed by the substantive laws of the State in which the real property is located, in each case without regard to the conflict of law principles thereof or of any other jurisdiction.

11.15 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

11.16 Appointment of Agent. Each Seller hereby irrevocably appoints WorldCom (the "Agent") as its agent and attorney-in-fact, with full power to execute and deliver any documents and instruments, and to perform any other act, arising under or pertaining to this Agreement, the Escrow Agreement or the other Ancillary Agreements, and the transactions contemplated hereby or thereby, including to waive any right or remedy of, or make any election

or give any instructions on behalf of, Sellers, to settle or compromise any dispute between any or all of Sellers, on the one hand, and Purchaser or Escrow Agent on the other hand, or to receive payments on behalf of all or any of Sellers. The appointment of the Agent being coupled with an interest, it shall be irrevocable and shall be binding upon Sellers and their successors and assigns, and shall not be revoked by the dissolution of any thereof. The Agent shall be authorized to receive service of process on behalf of Sellers in any Proceeding, and any such service of process shall have the same effect as if served upon all Sellers. Any notice or communication to, or payment to, the Agent provided in accordance with this Agreement or the Escrow Agreement shall be effective as notice upon or communication to, or payment to, all Sellers for all purposes of this Agreement, the Escrow Agreement and all other Ancillary Agreements. Without limiting any other provision of this Section 11.16, Sellers shall be obligated at all times to designate and maintain an Agent with the powers and authorities described in this Section 11.16.

[Signature page follows]

IN WITNESS WHEREOF, Sellers, Purchaser and USFCo have duly executed this Agreement as of the date first written above

WORLDCOM, INC
WORLDCOM BROADBAND SOLUTIONS, INC
WIRELESS ONE, INC
E L. ACQUISITION, INC
CS WIRELESS SYSTEMS, INC
CS WIRELESS BATTLE CREEK, INC
TRUVISION WIRELESS, INC
TRUVISION-FLIPPIN, INC
WIRELESS VIDEO ENTERPRISES, INC
CC WIRELESS, INC
CROSS COUNTRY WIRELESS, INC
SOUTHERN WIRELESS VIDEO, INC
CROSS COUNTRY TELECOMMUNICATIONS,
INC
WIRELESS VIDEO ENHANCED SERVICES
WIRELESS VIDEO SERVICES

By _____
Name Michael D Capellas
Title President

NEXTEL SPECTRUM ACQUISITION CORP.

By _____

Name: John Willmoth

Title Vice President

UNRESTRICTED SUBSIDIARY FUNDING
COMPANY

By _____

Name: John Willmoth

Title Vice President